

BEFORE THE CONSUMER GRIEVANCE REDRESSAL FORUM
B.E.S. & T. UNDERTAKING

(Constituted under section 42(5) of Electricity Act 2003)

Ground Floor, Multistoried Annex Building,
BEST's Colaba Depot
Colaba, Mumbai – 400 001
Telephone No. 22853561

Representation No. N-G(N)-99-2010 dt. 17/5/2010

Mr. S.A. Sunder,Complainant

V/S

B.E.S. & T. UndertakingRespondent

Present

Quorum
1. Shri. R.U.Ingule, Chairman
2. Shri. S. P. Goswami, Member
3. Smt. Varsha V. Raut, Member

On behalf of the Complainant Shri.S.A.Sunder

On behalf of the Respondent
1. Shri.M.M.Salve, AECCG/N
2. Shri.P.S.Deshpande, AOCCG/N

Date of Hearing: 07/07/2010

Date of Order : 16/07/2010

Judgment by Shri. R.U.Ingule, Chairman

Mr. S. A. Sunder, A-1, Balaji Nagar, 90 feet Road, Dharavi, Mumbai – 400 017, approached the CGR Forum for his Grievance regarding outstanding bill of A/c No. 200-021-309. He has requested for correction of electricity bill by waiving DP & interest charges.

Complainant's contention in brief are as under

1. Complainant Mr. S. A. Sunder, has approached the Internal Grievance Redressal Cell of respondent BEST on 15/2/2010 for his Grievance regarding outstanding bill of A/c No. 200-021-309.
2. In response to his grievance the IGR Cell of the Respondent vide letter dtd. 16/4/2010 has informed the complainant to settle the outstanding bill of Rs. 3,92,107/- for A/c no. 200-021-309 & outstanding amount of Rs.45,378.99 of A/c no. 746-507-039.
3. Unsatisfied by the reply of respondent's IGR Cell, complainant approached CGR Forum in Schedule 'A' format on 13/5/2010 for his grievance regarding outstanding bill of A/c No. 200-021-309. He has requested for correction of electricity bill by waiving DP & interest charges.

In counter Respondent. BEST Undertaking has submitted its contention *inter alia* as under

1. Respondent submits that meter no. L 940681 of A/c No. 746-507-039 in the name of Shri. S.A. Sunder of P.S. Address Grd. Floor, Shop No 1, Balaji Nagar, 7334 Dharavi, 90 feet Road, was removed on 11/5/2000 for non-payment of arrears of Rs.1,66,480/-. The meter D004151 of A/c No. 746-507-061 of Smt. A.S. Rajkumari (wife of S.A. Sunder) of P.S. Address Balaji Nagar, Grd. Floor Shoo No.A-1, 90 feet Road, Dharavi, was also removed for the reason 'Higher Capacity' meter on 30/9/2000.
2. The meter no. P 980296 was installed on 30/9/2000 as 'Higher Capacity' under electronic A/c No. 200-021-309 in the name of Smt. A.S. Rajkumari for P.S. Address R.No. A-1, Balaji Nagar, 90 feet Road, Dharavi. As the higher capacity meter was installed under electronic A/c No. 200-021-309, the arrears of old conventional A/c no. 746-507-061 were not transferred in the bills of electronic account, hence the arrears of Rs.32,159.13 of conventional account remain unsettled.
3. In view of above an amount (Rs.1,66,480.00 – Rs.23,590.00 security deposit) of Rs.1,42,530.00 of A/c No. 746-507-039 was debited in A/c No. 200-021-309 in the bill of September 2003 and an amount of Rs.32,159.13 of A/c No. 746-507-061 was also debited in A/c No. 200-021-309 in the bill of April 2004.
4. After the debit of O.S. amount in September 2003 & April 2004 the consumer did not pay the regular bills & had made part payments.
5. While checking the record it was noticed that the consumer Shri. S.A. Sunder having A/c no. 746-507-039 was wrongly billed for period 25/11/1999 to 28/3/2000 for 9600 units.
6. The credits of Rs. 74,956.35(A) for wrongly billed units & delayed payment charges of Rs.4,587.92(B) billed for wrongly billed units of 9600 were given to the consumer. Further there was delayed payment charges levied to A/c No. 746-507-039 after removal of meter i.e. 11/5/2000 was Rs.17,606.84(C) and has been credited in the electronic A/c No. 200-021-309 in March 2004.
(Rs.74,956.35 (A) + Rs.4,587.92(B) + Rs.17,606.84(C) = Total Rs.97,151.11 (under Code 65).
7. Due to delay in crediting the above wrongly billed amount delayed payment charges were levied to A/c No. 200-021-309. The credit of proportionate delayed payment of Rs.12,256.78 was given in the bill of September 2004 to A/c No. 200-021-309.
8. As per complainant's request the outstanding amount of Rs.45,378.99 after adjusting all the wrong billing and delay payment charges (Rs.1,42,530.10 – Rs.97,151.11) was removed from the regular new A/c No. 200-021-039 and re-created the outstanding under old A/c no. 746-507-039, but the complainant refused to pay the amount.
9. The outstanding in the electronic account No. 200-021-309 has been accumulated upto bill period ending May 2010 is Rs.4,19,646/-.
10. The complainant had not paid his bills in full before debit of the arrears in September 2003. He had also not paid his bills proportionately from 29/5/2003 to 2/11/2004 and thereafter. Hence, complainant is not entitled for further relief in delayed payment and interest charges.
11. In view of above complainant may be directed to settle the outstanding bill of A/c No. 200-021-309 of Rs.4,19,646/- and outstanding amount of Rs.45,378.00 of A/c No. 746-507-039 which is legitimate due.

REASONS

12. We have heard the complainant in person and Shri.M.M.Salve, AECCG/N & Shri.P.S.Deshpande, AOCCG/N appearing for the respondent BEST Undertaking, at length.
13. At the outset, we observe no iota of merit in any contention raised by the complainant before this Forum in support of his complaint. On the other hand the written statement in defence placed before this Forum by the respondent BEST Undertaking, found to be crystal clear, supported with documentary evidence, revealing the fallacy in the grievance raised before this Forum by the complainant.
14. Admittedly, the complainant Shri. S.A. Sunder has been running a business of subletting various shops on rental basis to his tenants, having a separate electric meter. One of such meter was bearing no. L940681 with an A/c no. 746-507-039, standing in

the name of complainant Shri. S.A. Sunder. We further find that the respondent BEST Undertaking has removed the said electric meter on 11th May 2000, due to non payment of arrears of Rs.1,66,480/- by the complainant. The complainant has candidly admitted before this Forum that after removal of this meter he was availing the electricity supply through the meter provided in the name of his wife Mrs. A.S. Rajkumari.

15. The complainant by placing a heavy reliance on a electric bill no 746-507-039, vehemently submitted before this Forum that had the respondent BEST Undertaking deducted the security deposit amount of the complainant from this amount of Rs.70,000/-, he would have readily paid the remaining electric charges in arrears. We also find that, this defence raised by the complainant even in the complaint placed before this Forum, has been basically highly unsustainable and untenable.
16. It is blatantly manifest on the face of this electric bill that the same was issued on 27th April, 2000. Significant to note at this juncture that admittedly the meter no. L940681 has been removed on 11th May, 2000 i.e. after a month's period. We therefore uphold the contention raised by the respondent BEST Undertaking that the amount of security deposit needs to be adjusted against the arrears of electricity charges payable by the complainant, which can be worked out only after removal of the meter and recording a last reading appearing therein.
17. We thus find that it was highly unsustainable on the part of complainant to claim the adjustment of amount of security deposit against arrears amount of Rs.70,000/-, before the removal of his electric meter no. L940681. To our surprise the complainant found to have been blissfully complacent in harping on such unsustainable defence, not only vide his letter dtd. 20th Dec 2003 addressed to the respondent but till the date of submission of his oral arguments before this Forum. To conclude on this aspect, we find an unsustainable and unjustified denial on the part of the complainant to pay the amount of electricity charges in arrears to the respondent and also to claim the waiver of Delayed Payment (D.P) charges and the interest thereon.
18. From the written statement placed before this Forum alongwith documentary evidence by the respondent BEST Undertaking, we find that a meter no. D004151 with A/c no 746-507-061 standing in the name of wife of the complainant Mrs. A.S. Rajkumari, was removed on 30th Sept 2000, for replacing the same with Higher Capacity Electronic meter no. P980296 with A/c no. 200-021-309. In regard to Mr. S.A. Sunder the Ledger Folio maintained by the respondent BEST Undertaking, placed before this Forum manifest that by the end of June 2010, she has been in arrears of electricity charges of an amount of Rs.4,31,689.66.
19. In a bare perusal of the Ledger Folio maintained by the respondent in respect of Mrs. A.S. Rajkumari, manifest that the arrears of electricity charges of Rs.1,42,530 payable by the complainant, have been debited in her A/c no 200-021-309 in the month of Sept 2003. Significant to observe that as observed above the complainant Shri. S.A. Sunder was in arrears of electricity charges of Rs.1,66,480/-. There from the respondent has rightly deducted the security deposit of the complainant of Rs.23,590/-. Therefore, the balance amount of Rs.1,42,530 payable by the complainant has been thus debited to the A/c of his wife Mrs. A.S. Rajkumari in the bill of Sept 2003.
20. We find no impropriety on the part of the respondent to debit the A/c of wife of the complainant for recovering the electricity charges in arrears of the complainant, as the complainant and his wife are living together and running a common business. It is further significant to observe that at the time of removal of the old electric meter no. D004151 on 30th Sept 2000, Mrs. A.S. Rajkumari was in arrears of Rs.32,159.13. As the respondent inadvertently did not carry forward this amount in the new A/c no. provided to Mrs. A.S. Rajkumari at the relevant time, therefore the respondent has rightly debited her new A/c in the month of April 2004 by the said unpaid amount of Rs. 32,159.13. Accordingly, we find the said entry made in the Ledger Folio maintained by the respondent and placed before this Forum.
21. We find that the respondent BEST Undertaking has not only proceeded to give credit of security deposit of Rs.23,590/- to the complainant, but also proceeded to adjust an amount of wrong billing the complainant for 9600 units, for a period from 25th Nov 1999 to 28th March 2000. We find that the respondent has worked out an electricity charges of an amount of Rs.74,956.35 for the said 9600 units. Thereafter also proceeded to give a credit of an amount of Rs.4,587.92 and Rs.17,606.84 for wrongly levying the D.P charges. We thus, find that the respondent BEST Undertaking in total given a credit of an amount of Rs.97,151.11 in the A/c of Mrs. A.S. Rajkumari, the wife of the complainant. Accordingly, we find an entry of Rs.97,151.11 in the Ledger Folio maintained in respect of Mrs. A.S. Rajkumari.
22. On perusing the Ledger Folio placed before us and the contentions raised by the complainant and the respondent, we find and reiterate that the complainant was in arrears of Rs.1,66,480 at the time of removal of his meter in the month of May 2000. Against the said amount the respondent BEST Undertaking has adjusted the security deposit amount of Rs. 23,590/- and also Rs.97,151.11 for wrong billing. Thus, on the request made by the complainant himself, by recreating his old A/c no.746-507-039 the same has been debited with remaining outstanding amount of arrears of Rs.45,378.99.
23. To our surprise, the complainant has been denying to pay this outstanding amount of Rs.45,378.99 by raising a highly unsustainable and unjustified alleged adjustment of security deposit amount, especially as observed above when respondent has already done the same. We thus find no merit in the contention raised by the complainant. We find no warrant and justification available for giving him the benefit of waiver of D.P Charges and interest on the arrears amount, as prayed by the complainant.
24. We have found the complainant prolonged the payment of outstanding amount on the totally false and frivolous ground. At the same time we also find the wife of the complainant Mrs. A.S. Rajkumari in arrears of the electricity charges of an amount of Rs.4,21,689.66 at the end of June 2010.
25. To reiterate the complainant alongwith his wife are running a business of subletting the shops to the tenants. Significant to observe at this juncture that the various entries in the Ledger Folio maintained for Mrs. A.S. Rajkumari and a statement of payment placed before us by the respondent at page no. 105/C manifest the complainant paying the part of the arrears amount on each occasion from the month of June 2001 onwards till Oct 2009. We fathom no reason as to why respondent BEST Undertaking has from time to time accepted the part payment of the electricity charges in arrears from the complainant and thereby allowing the A/c of Mrs. A.S. Rajkumari to be in arrears and swelled to the tune of Rs.4,21,689.66. In our considered view there has been a deliberate attempt on the part of the complainant to avoid to remit the entire electricity charges to the respondent BEST Undertaking by raising the highly unsustainable defence. In our considered view to waive the D.P and interest charges on the outstanding amount as prayed by the complainant, would be not only showing a misplaced sympathy but would also amount to putting a premium on a deliberate and contrived attempt of a consumer avoiding regular payment of the electricity charges.
26. At this juncture we find it appropriate to advert to the observations of Their Lordships of the Hon'ble Full Bench of the Supreme Court in the case of **Isha Marbles Vs. Bihar State Electricity Board ((1985) (2) SC Cases 648)** and it runs as under:
"Electricity is public property. Law, in its majesty, benignly protects public property and behoves everyone to respect public property. Hence, the courts must be zealous in this regard."
27. In the light of the forgoing reasons and observations, we find no merit in the complaint filed before Forum. However, we may observe that as the respondent BEST Undertaking has already shown its willingness to extend some concession to the complainant for paying the arrears amount in six installments, vide it letter dtd. 7th June 2004 placed before us. Accordingly, in consonance with it, we proceed to pass the following order.

ORDER

1. The complaint no. N-G(N)-99-2010 dtd. 17/5/2010 stands partly allowed.
2. The complainant has been allowed to pay his and his wife's amount of electricity charges in arrears in six equal monthly installments. Accordingly respondent BEST Undertaking has been directed to work out, such amount of monthly installments and inform the complainant at its earliest and inform the compliance to this Forum within a period of fortnight thereafter.
3. Copies be given to both the parties.

(Smt. Varsha V. Raut)
Member

(Shri.S.P.Goswami)
Member

(Shri. R.U. Ingule)
Chairman